

Requisition # C-425310
Project: ITD District 3 Mowing
Various Counties
Contract C

INTENTION TO RESPOND
No Fax Cover Sheet Is Required

FAX BACK: 208 334-8824

Your assistance is requested.

To: Idaho Transportation Department
Purchasing Section
PO Box 7129
Boise, Idaho 83707-1129

BID CLOSING ON: 4/26/05 @ 5:00 P.M.

BID OPENS ON: 4/27/05 @ 10:30 A.M.

Please check all that apply

_____ Company intends to prepare and submit a proposal to the requisition listed above.

_____ Company does not plan to respond.

_____ Company plans to attend Bid Opening.

_____ Other Message/Comments: _____

Company Name _____

Address _____

City _____ State _____ Zip _____

Contact Person _____
(Please Print)

Phone # _____ Fax # _____

IDAHO DEPARTMENT OF TRANSPORTATION

SIGNATURE PAGE

Idaho Transportation Department
Purchasing Section
3311 West State Street
Boise, Idaho 83703

Date: April 5, 2005

REQUISITION #: C-425310 Contract C

ALL SEALED BIDS MUST BE RECEIVED BY 5:00 PM ON APRIL 26, 2005. SEALED BIDS WILL BE OPENED AT 10:30 AM ON APRIL 27, 2005 at the Idaho Transportation Department, Purchasing Office, at 3311 West State Street in Boise. The scope of work on this project consists of furnishing all materials, equipment and labor for **Roadside Mowing in Various Idaho Counties**, as per the specifications contained in the above requisition.

The State contractors License Board shall license bidders in the State of Idaho
Public Works Contractors License # _____

Contact Mark Little, Purchasing Agent at (208) 334-8822 for Bid Requirements and Clarification. For Technical information please contact **Michael Garz @ (208) 334-8331**.

FOR BID RESULTS, PLAN HOLDERS LIST VISIT: <http://itd.idaho.gov/business/business.htm>

RETURN BID IN A SEALED ENVELOPE CLEARLY MARKED AS SHOWN:

Requisition #: C-425310
Bid Open Date: 4/27/05
Item Bidding: Roadside Mowing Contract C

Mailing Address

Idaho Transportation Department
Purchasing Section
P.O. Box 7129
Boise, Idaho 83707-1129

Company Name: _____

Mailing Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____

Contractors Signature/Authorized Signature: _____

Printed Signature

THIS PAGE MUST BE SIGNED, WITH AN ORIGINAL SIGNATURE, AND RETURNED WITH YOUR BID DOCUMENTS.

INVITATION TO BID

ALL sealed Bids must be received by **5:00 P.M.**, on **April 26, 2005**. **ALL** Sealed Bids will be opened at **10:30 A.M.**, on **April 27, 2005** at the Idaho Transportation Department, Purchasing Section located at 3311 West State Street, Boise, Idaho. Bidders and other interested parties are invited to be present at the bid opening. This is to furnish all materials, equipment and labor for Roadside Mowing at VARIOUS designated Idaho Counties. Three (3) Contracts to be awarded as per the specifications contained in requisition numbers, **C-425290/CONTRACT A; C-425300/CONTRACT B; and C-425310/CONTRACT C**. Award to be made by individual contract.

PUBLIC WORKS LICENSE REQUIRED

No bid will be considered unless accompanied by an acceptable guaranty in an amount not less than five percent (5%) of the total amount of the bid. This guaranty must be in the form of a certified check or a cashier's check drawn on an Idaho bank, made payable to the Idaho Transportation Department, or a bidder's bond. Surety will be forfeited in the event of failure to sign the contract.

The Idaho Transportation Department reserves the right to reject all bids or to accept the bid deemed best for the State of Idaho.

Dated this 28th day of March

MARK LITTLE, PURCHASING AGENT
IDAHO TRANSPORTATION DEPARTMENT

Copies of **Bid Packets, Bid Results and Plan Holders List**, may be obtained by visiting our web site at: <http://itd.idaho.gov/business/business.htm> or by contacting your local Plan Room.

PUBLISH: 4/4/05 – 4/8/05

REVISED 1/05

BIDDERS RESPONSIBILITY PAGE

PLEASE NOTE: The following documents, IF APPLICABLE TO YOUR BID, must be returned to the Idaho Transportation Department Purchasing Section to allow your bid to be considered.

- 1.) **EFFECTIVE: January 1, 2005. Idaho Code, Section 72-1717**
 - **Affidavit of Alcohol and Drug Free Workplace Program**
- 2.) **“Signature Page”**
 - Public Works License Number must be inserted
 - Page must be signed with an original signature
- 3.) **Bid Response**
 - Individual, Partnership, or Corporation
 - One of three, depending upon company structure, MUST be completed, signed and notarized
- 4.) Bidder must complete Bid Schedule
- 5.) Bidder must complete Domicile Form
- 6.) Subcontractor form SC-1
- 7.) A 5% Bidders Bond or Cashier's Check
- 8.) **All Addenda** Must be Signed and returned with your Bid Documents.
It is the Bidder's responsibility to verify if an addendum was issued.
- 9.) **ALL BIDS** must be submitted in a sealed enveloped with the Requisition Number, Bid Open Date, and Project Name clearly marked on the outside of the envelope.
- 10.) **NO BID ADJUSTMENTS WILL BE ACCEPTED:** Any changes made to a bid must be submitted as a separate bid and all rules remain in effect. ALL REQUIRED paperwork must be re-submitted.
- 11.) **PUBLIC WORKS LICENSE REQUIRED:** - Public Works Contractors License Board – Phone # (208) 332 8968. <http://www2.idaho.gov/dbs>

DOMICILE

PREFERENCE FOR IDAHO DOMICILED CONTRACTORS ON PUBLIC WORKS (Idaho Code 67-2348 - Effective July 1, 1982). To the extent permitted by federal laws and regulations, whenever the State of Idaho, or any department, division, bureau or agency thereof, or any city, county, school district, irrigation district, drainage district, sewer district, highway district, good road district, fire district, flood district, or other public body, shall let for bid any contract for bid any contract to a contractor for any public works, the contractor domiciled outside the boundaries of Idaho shall be required, in order to be successful, to submit a bid the same percent less than the lowest bid submitted by a responsible contractor domiciled in Idaho as would be required for such an Idaho domiciled contractor to succeed over the bidding contractor domiciled outside Idaho on a like contract being let in his domiciliary state.

If the bidder is unsure of where their business is domiciled, the following "rule of thumb" may help!

- 1) Corporation: Domiciled where chartered.
- 2) Sole Proprietor: Domiciled where permanent headquarters of business located.
- 3) Partnership: Domiciled where permanent headquarters of business located.

COMPANY NAME: _____

STATE OF DOMICILE: _____

NOTE: THIS PAGE MUST BE RETURNED WITH YOUR BID DOCUMENTS!

CONTRACTOR'S AFFIDAVIT
CONCERNING ALCOHOL AND DRUG-FREE WORKPLACE

STATE OF _____

COUNTY OF _____

The undersigned being duly sworn upon oath, deposes and says that

_____ complies with the provisions of Section 72-1717 Idaho
(Contractor Name)

Code (Drug Free Workplace program); that _____ provides a
(Contractor Name)

drug-free workplace program that complies with the provisions of Idaho Code, title 72,

chapter 17 and will maintain such program throughout the life of a state construction

contract and that _____ shall subcontract work only to
(Contractor Name)

subcontractors meeting the requirements of Idaho Code, section 72-1717(1)(a).

Name of Contractor

Address

City and State

By: _____
(Signature)

Subscribed and sworn to before me this _____ day of _____, _____.

Commission expires:

NOTARY PUBLIC, residing at

TERMS AND CONDITIONS

Automobile Liability Including Pollution Coverage

Contractor shall obtain, at Contractor's expense and keep in effect during the term of this contract, Automobile Liability Insurance that includes pollution coverage with a combined single limit of no less than \$1,000,000. Such policy shall insure against bodily injury, property damage, and environmental damage arising out of the use by or on behalf of the contractor, its agents, and employees or owned, non-owned, or hired vehicles. Contractor will ensure the Department, its agents, officials, employees, and the state of Idaho shall be named as additional insureds and shall stipulate that the insurance afforded the Contractor shall be primary insurance and that any insurance carried by the Department, its agents, officials, employees, and the state of Idaho shall be excess and not contributory insurance to that provided by the Contractor.

Commercial General Liability

Contractor shall obtain, at contractor's expense, and keep in effect during the term of this contract, Commercial General Liability Insurance covering bodily injury and property damage. This insurance shall include personal injury liability coverage; contractual liability coverage for the indemnity provided under this contract and products/completed operations liability. Combined single limit per occurrence shall not be less than \$2,000,000, or the equivalent. Each annual aggregate limit shall not be less than \$4,000,000, when applicable and will be endorsed to apply separately to each job site or location. Contractor will ensure the Department, its agents, officials, employees, and the state of Idaho shall be named as additional insureds and shall stipulate that the insurance afforded the Contractor shall be primary insurance and that any insurance carried by the Department, its agents, officials, employees, and the state of Idaho shall be excess and not contributory insurance to that provided by the Contractor.

SAVE HARMLESS

The Contractor shall exonerate, indemnify, and hold the Department harmless from and against and assume full responsibility for payment of all federal, state and local taxes or contributions imposed or required under unemployment insurance, social security, Worker's compensation, and income tax laws with respect to the Contractor or the Contractor's employees engaged in the performance of this Agreement. The Contractor will maintain Worker's Compensation Insurance and will provide certificate of same if requested by the Department. Failure to provide a Certificate of Worker's Compensation Insurance may result in a price adjustment to cover any cost to the Department of providing the necessary Worker's compensation insurance. The Department will not assume liability as an employer.

The Contractor shall protect, indemnify, and save the Department harmless from and against any damage, cost, or liability including reasonable attorney's fees for any or all injuries to persons, property or claims for damages arising from any acts or omissions of the Contractor, its employees, or subcontractors.

RELATION OF PARTIES

The service or services to be rendered under this Agreement are those of an independent contractor. The Department is interested only in the quality of service or services provided and the final results to be achieved; the conduct and control of the work will be solely with the Contractor. The Contractor is not an officer, employee, or agent of the Department as those terms are used in Idaho Code § 6-902, et al, and is not entitled to any benefits provided by the Department to employees.

SPECIAL PROVISIONS

IDAHO PROJECT NO STM-3002

FY05 District wide Mowing
ITD District Three

(Contract-C)

Ada, Canyon,
Elmore and
Owyhee Counties

The following Special Provisions and all Addenda issued supplement or modify the 2004 State Standard Specifications, September 2004 Supplemental Specifications and SP-SA Special Provisions-State Aid included herein and the resulting contract by reference. Refer to Section 107 of the Standard Specifications for Highway Construction. This is not a federally funded project.

COMPLETION TIME AND LIQUIDATED DAMAGES

Work shall not commence until June 13th, 2005 and shall be completed by October 15th, 2005. The amount of Liquidated Damages for failure to complete the work on time on this project will be \$175.00 per day. Liquidated Damages for each of these SP items will be \$175.00 per day; in no case shall Liquidated Damages exceed \$175.00 per day.

The term of this contract will be for one (1) year, with the option to renew for two (2) one (1) year periods, when agreed to by both the Contractor and Idaho Transportation Department (ITD). The Contractor shall not sublet, sell, transfer, assign or otherwise dispose of the Contract or Contracts or any portion thereof, or of the Contractor's right, title or interest therein, without written consent of the engineer.

CONTRACTORS NOTES

2004 STATE STANDARD SPECIFICATIONS

A copy of the 2004 Standard Specification and current Supplemental Specifications is available to the Contractor for \$30.00 plus tax. Contact the Idaho Transportation Dept. at 334-8430 to purchase.
<http://itd.idho.gov/design/design.htm>

Description This work includes mowing the designated work areas as follows. See sheets 8 of 14 through 13 of 14 for details on areas to be mowed. Sequence of work shall be approved by the District Three Region one Engineer.

Strip mow is mowing a swath of vegetation adjacent to the edges of the pavement, and also includes all mowing necessary to maintain adequate sight distances at curves, off ramps, on ramps, signs, delineators, and other roadside structures.

Any Special Mowing outside of the contract areas that is deemed necessary by the Engineer and/ or Inspector, will be paid at the contract unit price established for the nearest adjacent mowing area.

EXAMINATION OF SITE-On Page 76, Subsection 102.03

Before submitting a bid to the State, bidders are urged to visit the sites where the services are to be performed and fully inform themselves of all the conditions and limitations. Failure to do so will in no way relieve the successful Contractor of the responsibility in furnishing sufficient equipment and personnel to perform all duties described in the specifications without additional cost to the State.

PRE-CONSTRUCTION CONFERENCE-On Page 90, Subsection 108.03

After the contract has been awarded and before work commences the Contractor shall meet with the Engineer and or his representative to discuss the contract terms and work performance requirements. The meeting shall be held a minimum of seven (7) calendar days before the work commences.

TRAFFIC CONTROL AND SAFETY-On Page 78, 90, & 91, Subsections 107.06, 108.04, 108.05

The inserted Traffic Control Plan (sheet 13 of 14) shall be the minimum traffic control required. If the included Traffic Control Plan does not meet the Contractor's mode of operation, the Contractor shall be required to submit a new

Traffic Control Plan to the Engineer for approval prior to or at the pre-construction conference.

Traffic shall be maintained through the work area and protected in accordance with the latest edition of the Manual on Uniform Traffic Control Devices (MUTCD) as well as NCHRP-350.

Mowers and support vehicles shall be operated in the normal direction of traffic flow when mowing foreslopes.

All vehicles and machinery operating on the right of way shall be equipped with at least one roof mounted, high intensity rotating or strobe type amber flasher readily visible from front and rear for at least ½ mile.

Each mowing and traffic control personnel shall be equipped with cell phone. The Contractor shall provide a cell phone to the State for each operation for the duration of the contract.

The Contractor shall provide, erect, and maintain all traffic control signs and devices, and traffic control for the occupied work areas in accordance with the requirements contained in these specifications and shall take all necessary precautions for the protection of the work and the safety of the public. Traffic control devices shall conform to the current Manual on Uniform Traffic Control Devices (MUTCD), Part VI published by the US Department of Transportation, Federal Highway Administration, unless otherwise specified on the plans. All signs and traffic control devices remain the property and responsibility of the Contractor. Work shall not be initiated until traffic control devices are in place at the work site.

Traffic control devices shall be covered or removed from the roadway when work is not taking place. When flaggers are present, signing for the flagging operation shall be required. Flagging shall be considered incidental, no separate payment will be made for flagging.

When not in use, equipment shall be parked no closer than 9 meters (30 feet) from the edge of the roadway. Vehicles and machinery not currently used in the work shall be parked off the right of way at approved locations to minimize interference with the normal use of the highway. Equipment security shall be the responsibility of the Contractor.

Roadside mowing shall also be scheduled to avoid events such as holidays, events that may cause traffic peaks and associated congestion. Mowing shall be performed between ½ hour after sunrise and ½ hour before sunset. The Engineer must pre-approve any change in timework hours.

The cost of furnishing, installing, operating and maintaining signs, cones, fully equipped shadow vehicles or other traffic control devices shall be incidental and included in the cost for other contract items.

The Contractor shall require his employees to wear highly visible clothing or safety vests while working on ITD right of way. (6E-2 Part VI MUTCD)

SCOPE OF WORK

Construction Requirements The work shall include furnishing all labor, equipment, supplies, tools, and materials required to effectively mow roadsides on Department property and right of way (R/W) as described in the general requirements, work locations, and schedule prescribed herein.

The contract requires a minimum of one tractor equipped with six-foot (minimum) mower and one shadow vehicle. The shadow vehicle shall be equipped with a minimum 100-gallon water tank with pump for emergencies. Additional equipment may be necessary, as required by the Engineer and/or Inspector.

In addition to the filled water tank, approved fire retardant and extinguishing equipment must be immediately available for use in case of fire caused by mowing operations.

All mowers must be equipped with manufacturers' safety device(s) to prevent throwing debris on the roadway and causing damage to property by flying debris propelled from under the mower. All damages that may occur as a result of the mowing operation are the sole responsibility of the Contractor. All mowers shall be kept in good operating condition and shall be maintained to provide a clean sharp cut of vegetation at all times.

Contractor's Superintendent shall be equipped with a cellular phone. The cost of this shall be incidental to other items.

The Superintendent shall converse on a daily basis with the Engineer or his designated representative, concerning work location and units, and problems or situations that may arise.

The Contractor shall clean all mowing equipment of accumulated clippings and soil prior to start of work of each SP to remove the potential spread of noxious weeds and other undesirable vegetation.

Mowing or trimming will be performed around all appurtenances within the designated areas to be mowed, as described herein, and is considered incidental to other items. Mowing shall include smooth and gradual transitions between areas where designated mowing widths vary. The rate of transition shall be designated in the work areas or in the attached Exhibits.

The Contractor shall mow as close as possible to all fixed objects exercising extreme care so as to not damage trees, plants, shrubs, signs, delineators, mail boxes or other appurtenances which are a part of the roadside. The mowing of small seedlings and shrubs may be allowed at the discretion of the Resident Engineer or Inspector. Hand trimming around such objects shall be required of the Contractor. If the Department determines that any damage is the result of negligence by the Contractor, repairs or replacement shall be the responsibility of the Contractor at the Contractor's own expense.

Mowers shall be adjusted for a cutting height so that approximately 6" of the mowed vegetation remains standing (See sheet 12 of 14).

The Contractor shall exercise caution so as not to allow debris to be thrown on the traveled roadway and shall immediately remove and properly dispose of any debris which may be thrown on the roadway by the mowing operation. Mowed grass will not normally be removed unless it is deposited on the traveled traffic lanes in quantities large enough to become a traffic hazard as determined by the Engineer. No additional payment will be made for removal of debris or grass from the roadway surface.

Mowing will not be permitted when, in the opinion of the Engineer, soil and weather conditions are such that the right of way will be damaged by work or when unusually hazardous conditions exist. No payment will be made for the standby time when (in the opinion of Engineer) soil, weather, or emergency conditions do not allow mowing.

The Department will determine and identify all non-mow, special vegetation management areas and stands of wildflowers that will be excluded from mowing requirements. All such areas will be identified prior to commencement of work.

TRIBAL SPECIAL PROVISIONS

11/94

This project is located, in whole or in part, on Indian lands of the Shoshone-Paiute Tribes, which have enacted Tribal Employment Rights Ordinances governing employment practices and taxes levied on all CONTRACTORS and SUBCONTRACTORS working on Tribal lands.

The Contractor shall comply with the requirements of the tribal special provisions.

Contact with the Tribe shall be made through Shoshone-Paiute Tribes, TERO Compliance Officer, P.O. Box 219, Owyhee, Nevada 89832, telephone (208) 759-3100.

EMPLOYMENT AGENCY

The designated employment agency is the Idaho Department of Labor at the following locations:

219 West Main, Boise, ID 83735-0030
6107 Graye Lane, Caldwell, ID 83607-8072
1993 East 8th North, Mountain Home, ID 83647-0160
205 East Watertower Lane, Meridian, ID 83642-6282

PROGRESS SCHEDULES-On Page 86, Subsection 108.02

A Gantt chart shall be required for this project with weekly updates.

NATIONAL POLLUTION DESCHARGE ELIMINATION SYSTEM (NPDES) & STORM WATER PREVENTION PLAN (SWPP)

There is no area of ground disturbance planned or anticipated outside of the existing paved area with this project. Therefore, no SWPP will be needed. If the contractor's operation does create any ground disturbance, either outside the existing paved area or in the staging area, the FHWA requirements found in 23 CFR 650, Subpart B, Erosion and Sediment Control on Highway Construction Projects and ITD Catalog of Storm Water Best Management Practices (BMP'S) shall be adhered to.

ON PAGE 15, SUBSECTION 103.04 - BOND REQUIREMENTS

Delete the first sentence of the first paragraph and substitute the following:

The lowest qualified bidder shall furnish a performance bond and a payment bond, each in the amount of \$20,000.00 or in the amount of the bid, whichever is greater.

ON PAGE 76, SUBSECTION 107.03 - LICENSING OF CONTRACTORS

Division of Building Safety-Public Works Contractors
Definition #18800 Roadway Cleaning, Sweeping, and Mowing

- A specialty contractor whose primary business includes the clearing of trash and debris by manual or automated means from public thoroughfares.
This category also includes cutting or mowing of grasses, plants, or weeds from public rights of way.

On Page 79-82, Subsections 107.10 to 107.14

- Contractors' Responsibilities

ON PAGE 90 SUBSECTION 108.04 - LIMITATION OF OPERATIONS

Add the following:

No work shall be allowed from July 1st through 5th, 2005.

No work shall be allowed from September 2nd through 5th, 2005.

No work shall be allowed during any special event that would interrupt traffic flow.

Definitions

Appurtenances - Delineators, signs, posts and other objects including Memorials within the mowing area.

Backslope - Roadside from the bottom of the ditch to the fence or the R/W boundary.

Foreslope - Roadside from the shoulder to the bottom of the ditch.

Centerline - The center of the pavement on Undivided Highways.

Median - Unpaved area between two way traffic on a divided highway.

MUTCD - Manual on Uniform Traffic Control Devices.

Swath - The width, which may vary, covered with one pass of a mowing device.

Strip mow - Mowing a swath of vegetation 6 foot to 12 foot from the **EDGE** of vegetation.

R/W - Right of Way

SP-1 MOWING (SH-51 MP 0.00 TO MP 90.79)

SP-2 MOWING (SH-67 Spur MP 0.00 TO MP 8.95) - (Airbase Rd.)

SP-3 MOWING (SH-67 MP 0.00 TO MP 16.31)

SP-4 MOWING (SH-78 MP 0.00 TO MP 76.00)

SP-5 MOWING (SH-78 MP 82.68 TO MP 98.60)

SP-6 MOWING (SH-45 MP 9.74 TO MP 25.26)

SP-7 MOWING (SH-69 MP 1.44 TO MP 9.28)

SP-8 MOWING (I-84 MT.HOME BUS. LOOP MP 0.00 TO MP 3.65)

SP-9 MOWING (I-84 HAMMETT BUS. LOOP MP 0.00 TO MP 3.18)

SP-10 MOWING (I-84 GLENN'S FERRY BUS. LOOP MP 0.00 TO MP 0.59)

SP-11 MOWING (I-84 GLENN'S FERRY BUS. LOOP MP 0.21 TO MP 1.41)

SP-12 RENTAL OF SPECIAL EQUIPMENT

SP-1 MOWING (SH-51 MP 0.00 TO 90.79)

Strip mow both sides of NB and SB lanes 6 feet wide from the edge of vegetation (where possible) on all foreslopes.

SP-2 MOWING (SH-67 Spur MP 0.00 TO 8.95) - (Airbase Rd., Mtn. Home)

Strip mow both sides of NB and SB lanes 6 feet wide from the edge of vegetation (where possible) on all foreslopes.

SP-3 MOWING (SH-67 MP 0.0 TO 16.31)

Strip mow both sides of NB and SB lanes 6 feet wide from the edge of vegetation (where possible) on all foreslopes and mow major intersection's foreslopes.

SP-4 Mowing (SH-78 MP 0.00 TO 76.00)

Strip mow both sides of EB and WB lanes 6 feet wide from the edge of vegetation (where possible) on all foreslopes.

SP-5 MOWING (SH-78 MP 82.68 TO 98.60)

Strip mow both sides of EB and WB lanes 6 feet wide from the edge of vegetation (where possible) on all foreslopes.

SP-6 MOWING (SH-45 MP 9.74 TO MP 25.26)

Strip mow both sides of EB and WB lanes 6 feet wide from the edge of vegetation (where possible) on all foreslopes.

SP-7 MOWING (SH-69 MP 1.44 TO MP 9.28)

Solid mow NB and SB lanes

SP-8 MOWING (I-84 MT. HOME BUS. LOOP MP 0.00 TO 3.65)

Strip mow both sides of EB and WB lanes 6 feet wide from the edge of vegetation (where possible) on all foreslopes.

SP-9 MOWING (I-84 HAMMETT BUS. LOOP MP 0.00 TO 3.18)

Strip mow both sides of EB and WB lanes 6 feet wide from the edge of vegetation (where possible) on all foreslopes.

SP-10 MOWING (I-84 GLENNS FERRY BUS. LOOP MP 0.00 TO 0.59)

Strip mow both sides of EB and WB lanes 6 feet wide from the edge of vegetation (where possible) on all foreslopes.

SP-11 MOWING (I-84 GLENNS FERRY BUS. LOOP MP 0.21 TO 1.41)

Strip mow both sides of EB and WB lanes 6 feet wide from the edge of vegetation (where possible) on all foreslopes.

SP-12 RENTAL OF SPECIAL EQUIPMENT

This SP shall be in affect only as directed by the Engineer and/or Inspector for the rental of "Special equipment" when needed in order to complete areas to steep for normal mowing operations.

Method of Measurement.

SP-1 MOWING through SP-11 MOWING will be measured by the mile, measured along the **centerline**. Mowing both sides, adjacent to the pavement on Undivided Roadway from MP 0.00 to MP 1.0 is 1 mile.

SP-12 RENTAL OF SPECIAL EQUIPMENT will be measured by the hour. This is in place for the rental of equipment that is needed to mow steep areas along the roadway.

Ramps, interchanges & emergency crossovers mowing are incidental to these items.

Basis of Payment The accepted quantities for the items will be paid for at the contract unit prices for the items listed below.

Payment will be made on "Plan Quantities" as specified in Subsection 109.01.

<u>Pay Item</u>	<u>Pay Unit</u>
<u>SP-1 MOWING (SH-51 MP 0.00 TO MP 90.79)</u>	<u>Mile</u>
<u>SP-2 MOWING (SH-67 Spur MP 0.00 TO MP 8.95) (Airbase Rd.)</u>	<u>Mile</u>
<u>SP-3 MOWING (SH-67 MP 0.00 TO MP 16.31)</u>	<u>Mile</u>
<u>SP-4 MOWING (SH-78 MP 0.00 TO MP 76.00)</u>	<u>Mile</u>
<u>SP-5 MOWING (SH-78 MP 82.68 TO MP 98.60)</u>	<u>Mile</u>
<u>SP-6 MOWING (SH-45 MP 9.74 TO MP 25.26)</u>	<u>Mile</u>
<u>SP-7 MOWING (SH-69 MP 1.44 TO MP 9.28)</u>	<u>Mile</u>
<u>SP-8 MOWING (I-84 MT.HOME BUS. LOOP MP 0.00 TO MP 3.65)</u>	<u>Mile</u>
<u>SP-9 MOWING (I-84 HAMMETT BUS. LOOP MP 0.00 TO MP 3.18)</u>	<u>Mile</u>
<u>SP-10 MOWING (I-84 GLENNS FERRY BUS. LOOP MP 0.00 TO MP 0.59)</u>	<u>Mile</u>
<u>SP-11 MOWING (I-84 GLENNS FERRY BUS. LOOP MP 0.21 TO MP 1.41)</u>	<u>Mile</u>
<u>SP-12 RENTAL OF SPECIAL EQUIPMENT</u>	<u>Hour</u>

B I D S C H E D U L E - C O N T R A C T C

Each Bid item shall be filled in completely by the **Contractor** in the bid schedule, by indicating the approximate cost per unit in total dollars and cents under 'Base Unit Cost' and 'Amount Bid.'

Example: miles x base unit cost=total bid

Requisition Number: C-425310

Contractor / Business Name: _____

ITEM NO.	APPROX. QUANTITY & UNIT	ITEM	BASE UNIT COST ***** DOLLARS. CENTS	AMOUNT BID ***** DOLLARS. CENTS
SP-1	90.79 MILE	MOWING	RATE PER MILE	
SP-2	8.95 MILE	MOWING	RATE PER MILE	
SP-3	16.31 MILE	MOWING	RATE PER MILE	
SP-4	76.00 MILE	MOWING	RATE PER MILE	
SP-5	15.92 MILE	MOWING	RATE PER MILE	
SP-6	15.52 MILE	MOWING	RATE PER MILE	
SP-7	7.84 MILE	MOWING	RATE PER MILE	
SP-8	3.64 MILE	MOWING	RATE PER MILE	
SP-9	3.18 MILE	MOWING	RATE PER MILE	
SP-10	.59 MILE	MOWING	RATE PER MILE	
SP-11	1.20 MILE	MOWING	RATE PER MILE	
SP-12	100 HOUR	RENTAL OF SPECIAL EQUIP	RENTAL RATE	
Z629-05A	1 LUMP SUM	MOBILIZATION	N/A	

TOTAL AMOUNT BID \$ _____

AWARD TO BE MADE BY CONTRACT

This contract is for ONE (1) year with the option to renew for TWO (2) ONE (1) year periods, upon mutual agreement between the Contractor and State.

THIS PAGE MUST BE RETURNED WITH YOUR BID DOCUMENTS!

BID RESPONSE

TO: IDAHO TRANSPORTATION BOARD
Idaho Transportation Department
Division of Highways

In compliance with your invitation for bids to be received: **April 26, 2005 @ 5:00 P.M.**, and opened on **April 27, 2005 @ 10:30 A.M.** The undersigned certifies they have examined the location of work and/or materials sites, and has satisfied themselves as to the condition to be encountered, and that the plans, specifications, contract and method of payment for such work is understood. The undersigned hereby agrees to furnish all materials, equipment and labor for Roadside Mowing at VARIOUS designated Idaho Counties. Three (3) Contracts to be awarded as per the specifications contained in requisition numbers, **C-425290/CONTRACT A; C-425300/CONTRACT B; and C-425310/CONTRACT C.** Award to be made by individual contract.

On the acceptance of this bid for said work the undersigned will furnish the Contract Performance and Payment Bonds each in the amount of \$20,000.00 or in the amount of the bid, whichever is greater, with approved and sufficient surety within 15 calendar days after the contract has been received by the bidder.

The bidder further agrees that if awarded CONTRACT C, the work shall not commence until June 13, 2005 and shall be completed by October 15, 2005.

Accompanying this bid response is a Bid Bond or Cashier's Check in the amount of five percent (5%) of the total amount bid.

By signing this bid response (P-3, A, B or C), the bidder being duly sworn states that the firm, association or corporation to whom this contract is to be awarded has not by or through any of its officers, partners, owners or any other person associated therewith, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this highway project, and is not financially interested in or otherwise affiliated in a business way with any other bidder on this project.

BIDDER'S SIGNATURES REQUIRED

TO BE EXECUTED BY **CORPORATE** CONTRACTORS

Date _____, 2005

Name, Address and Phone Number of
Corporation: _____

Phone Number

Idaho Public Works Contractors License Number _____

Incorporated under the laws of the State of _____

Name & Address of President _____

Name & Address of Secretary _____

Name & Address of Treasurer _____

SIGNATURE

President, Vice President, etc...

State of _____, County of _____ ss

On this _____ day of _____, in the year _____, before

me _____, personally appeared _____,

(Notary Public)

known or identified to me to be the President or Vice President or Secretary or Assistant Secretary, of the
corporation that executed the instrument or the person who executed the instrument on behalf of said
corporation, and acknowledged to me that such corporation executed the same.

Notary Public for _____

Residing at _____

My Commission Expires on:

BIDDER'S SIGNATURES REQUIRED

TO BE EXECUTED BY **PARTNERSHIP**

Date _____, 2005

Name, Address and Phone Number of Bidder:

Phone Number

Idaho Public Works Contractors License Number _____

SIGNATURE:

(Name & Title, as "Partner")

Address

(Name & Title, as "Partner")

Address

(Name & Title, as "Partner")

Address

THIS MUST BE SIGNED BY AT LEAST ONE GENERAL PARTNER

State of _____, County of _____ ss

On this _____ day of _____, in the year _____,

before me _____, personally appeared
(Notary Public)

_____, known or identified to me to be one
of the partners in the partnership of _____
(Partnership Name Signed to Instrument)

and the partner or one of the partners who subscribed said partnership name to the foregoing
instrument, and acknowledged to me that they executed the same in said partnership name.

Notary Public For _____

Residing at _____

My Commission Expires on:

BIDDER'S SIGNATURES REQUIRED

TO BE EXECUTED BY **SOLE PROPRIETOR**

Date _____, 2005

Name, Address and Phone Number of Bidder:

Phone Number

Idaho Public Works Contractors License Number _____

SIGNATURE:

(Name & Title, as "Owner")

Address

(Name & Title, as "Owner")

Address

State of _____ County of _____ ss

On this _____ day of _____, in the year _____,

before me _____, personally appeared
(Notary Public)

_____, known or identified to me to be the
person whose name is subscribed to the within instrument, and acknowledged to me that

_____ executed the same.
(he/she/they)

Notary Public For _____

Residing at _____

My Commission Expires on:

SUBCONTRACT REQUIREMENTS**PLUMBING, ELECTRICAL, HEATING & AIR-CONDITIONING WORK ONLY**

1. If the contractor intends to subcontract plumbing, heating, air-conditioning or electrical work, they must complete this form, giving the name, address, and Public Works Contractors License Number, for any and all Subcontractors who shall, in the event the Contractor secures the contract and subcontracts the plumbing, electrical, heating or air-conditioning work under the contract. Failure to complete this form as required shall render any such bid submitted by a contractor non-responsive and void.
2. Contractors not intending to subcontract any such work named in the preceding paragraph shall leave the appropriate spaces below blank or indicated by writing in the "work shall be" **none**.
3. Subcontractors named in accordance with the provisions of Paragraph 1 must possess an appropriate Idaho Public Works Contractors License issued by the State of Idaho Public Works Contractors State License Board covering the contract work classification in which the subcontractors is named.
4. The following are the names, addresses, and Public Works Contractors License Numbers, who shall do the following designated specialty, work under the prime and/or general contract should I/we be award the prime or general contract:

- a. Subcontractor for the **Plumbing** work shall be:

_____, Residing at
_____, Whose Idaho Public Works Contractor's
License # is _____

- b. Subcontractor for the **Electrical** work shall be:

_____, Residing at
_____, Whose Idaho Public Works Contractor's
License # is _____

- c. Subcontractor for the **HVAC** work shall be:

_____, Residing at
_____, Whose Idaho Public Works Contractor's
License # is _____

NOTE: (If Required) THIS PAGE MUST BE RETURNED WITH YOUR BID DOCUMENTS!

SPECIAL PROVISIONS - STATE-AID

I. APPLICATION

These contract provisions shall apply to all work performed on the contract by the contractor with his own organization and with the assistance of workmen under his immediate superintendence and to all work performed on the contract by piece work, station work or by subcontract.

II. EMPLOYMENT LISTS, LABOR SELECTION, NON-DISCRIMINATION

A local public employment agency has been designated by the State to prepare the employment lists for the project.

All qualified unskilled labor shall be employed insofar as possible from lists furnished the contractor by the employment agency designated in the contract. The contractor may avail himself of the services of the employment agency for obtaining labor of the intermediate and skilled grade.

In the performance of this contract, within the limitations of Subsection 107.01 requiring employment of up to 95% Idaho residents, preference in employment shall be given to qualified honorably discharged Veterans of the United States Armed Forces.

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "Contractor"), agrees as follows:

1. Compliance with Regulations:

The Contractor shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the U.S. Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this contract.

2. Nondiscrimination:

The Contractor, with regard to the work performed during the contract, shall not discriminate on the grounds of race, color, religion, sex or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment:

In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor, of the Contractor's obligations of this contract and Regulations relative to nondiscrimination on the grounds of race, color, religion, sex, or national origin.

4. Information and Reports:

The Contractor shall provide all information and reports required by Regulations and/or Directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the state of Idaho Transportation Department or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this

information, the Contractor shall so certify to the state of Idaho Transportation Department or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance:

In the event the Contractor is in noncompliance with the nondiscrimination provision of this contract, the state of Idaho Transportation Department shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

- a. Withhold progress payments until it is determined that the contractor is found in compliance;
- b. Suspend the contract, in whole or in part, until the contractor or subcontractor is found to be in compliance with no progress payment being made during this time and no time extension made;
- c. Cancel or terminate the contract for cause;
- d. Assess against the contractor's final payment on this contract or any progress payments on current or future Idaho projects an administrative remedy by reducing the final payment or future progress payment in an amount equal to 10% of this contract or \$7,700, whichever is less.

6. Incorporation of the Provisions:

The Contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Contractor shall take such action with respect to subcontractor or procurement as the state of Idaho Transportation Department or Federal Highway Administration may direct as a means of enforcing the provisions, including sanctions for noncompliance, provided, however, that in the event a Contractor becomes involved in, or is threatened with litigation with a subcontractor or supplier as a result of such direction, the Contractor may request the state of Idaho Transportation Department to enter into such litigation to protect the interests of the State, and in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

III. **LABOR PROVISIONS**

The wages of labor shall be paid in legal tender of the United States, except that this condition will be considered satisfied if payment is made by a negotiable check, on a solvent bank, which may be cashed readily by the employee in the local community for the full amount without discount or collection charges of any kind. Where checks are used for payment, the contractor shall make all necessary arrangements for them to be cashed and shall give information regarding such arrangements. No fee of any kind shall be asked or accepted by the contractor or any of his agents from any person as a condition of employment on the project.

No employee shall be charged for any tools used in performing their respective duties except for reasonably avoidable loss or damage thereto.

Every employee on the work covered by this contract shall be permitted to lodge, board and trade where and with whom he elects and neither the contractor nor his agents nor his employees shall directly or indirectly require as a condition of employment that an employee shall lodge, board or trade at a particular place or with a particular person.

No charge shall be made for any transportation furnished by the contractor or his agents to any person employed on the work.

No individual shall be employed as a laborer on this contract except on a wage basis, but this shall not be construed to prohibit the rental of teams trucks or other equipment from individuals. No such rental agreement or any charges for feed, gasoline, supplies or repairs on account of such agreement, shall cause any deduction from the wages accruing to any employee except as authorized by the regulations hereinbefore cited.